



PLEASE PLACE CHECK NEXT TO EQUIPMENT YOU WISH TO RENT	
SKIS	
SKI POLES	
BOARD	
BOOTS	
HELMET	

SKI OR SNOWBOARD RENTAL FORM

PLEASE COMPLETE LEGIBLY. COMPLETE THE RELEASE ON THE BACK.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email Address: _____

Weight: _____ lbs. Height: _____ ft. _____ in. Age: _____ Shoe Size: _____

If snowboarding: I ride REGULAR (I kick a ball with my right foot) _____
 I ride GOOFY (I kick a ball with my left foot) _____

Skill level (circle one): 1 beginner _____ 2 intermediate _____ 3 advanced _____

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and I fully understand its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on this form.

Equipment User's Signature: _____ Parent/Guardian Signature if minor: _____

Complete The Agreement On The Reverse Side!

TO BE COMPLETED BY MOUNT PLEASANT RENTAL TECHNICIAN

PRINT LEGIBLY AND INCLUDE ALL NECCISARY INFORMATION!

SKI OR BOARD ID#	BOOT ID#	SKI BOOT SOLE LENGTH	DIN SETTING (PER MANUFACTURE)	DIN SETTING (IF REQUESTED BY CUSTOMER)	HELMET NUMBER

DID THE RENTER COMPLETE THE REVERSE SIDE??? THEY MUST COMPLETE IT BEFORE ISSUING EQUIPMENT!

BOOT TECH INITIALS: _____ SKI/BOARD TECH INITIALS: _____

~OVER~

Equipment Rental and Liability Release Agreement

PLEASE READ THIS AGREEMENT IN ITS ENTIRETY. RETURN WITHOUT SIGNING FOR A FULL REFUND IF YOU DO NOT AGREE.

In consideration for rental equipment provided to me by Mount Pleasant under this Agreement, I hereby acknowledge, understand, and agree to the following:

I accept the equipment listed on this form **AS IS**, and I understand that Mt. Pleasant or its employees and agents (collectively, "Mt. Pleasant") make no representations or promises regarding the quality of the equipment provided to me. I further accept full financial responsibility for the care of the equipment while it is in my possession. I agree to return all rental equipment by the agreed date and time. I agree that if I return the equipment in a damaged condition, or fail to return it, I will be responsible for the replacement of the equipment at its full value.

I understand that the sports of skiing and snowboarding, and other sports for which I may use this equipment (collectively "RECREATIONAL SNOW SPORTS") involve inherent and other risks of **INJURY** and **DEATH**. I voluntarily agree to expressly assume all risks of injury or death that may result from these RECREATIONAL SNOW SPORTS, or which relate in any way to my use of this equipment. Risks assumed include, but are not limited to, falls, collisions with objects (manmade or natural), and collisions with other persons. Risks assumed also include those caused in whole or in part by the negligence of Mt. Pleasant, ice, bare spots, trees, stumps, forest growth and debris, rocks, trail edge drop-offs, terrain features, moguls, surface and subsurface snow and ice conditions, terrain outside ski area boundaries or not designated for winter activities, and using or attempting to use lifts.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, skiboarding or other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I AGREE TO RELEASE AND HOLD HARMLESS, and to WAIVE MY RIGHT TO SUE Mt. Pleasant, its employees, agents, owners, affiliates, officers, directors, the equipment manufacturers and distributors, and all of their successors and assigns (collectively, "Released Parties") from any and all losses, injuries, or damages arising out of or relating to my use of the equipment, or arising out of or relating to the risks listed above, including the risk of negligence by Mt. Pleasant.

I further agree to defend and indemnify the Released Parties for any loss or damage, including any that results from claims or lawsuits of personal injury, death, and property loss and damage related in any way to the use of this equipment.

Venue and jurisdiction of this Agreement shall be in the Court of Common Pleas of Erie County, Pennsylvania. If any provision of this Agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

User's Signature: _____ Date: _____

Parent/Guardian: If equipment user is a minor, I agree:

- (1) that I am responsible for the minor _____ (name of minor) using equipment rented under this Agreement, and that I have the authority to enter into this Agreement on behalf of the minor and I agree to be bound by all terms and conditions of this Agreement;
- (2) that I will be solely responsible for any medical bills he/she and his/her insurer(s) incur which arise from his/her use of the equipment;
- (3) to release the Released Parties, as described above, from liability for medical bills incurred for personal injury or death of the minor where such personal injury or death arises from or relates to the risks described above, including the negligence of Mt. Pleasant;
- (4) to waive my right to sue Mt. Pleasant for damages the minor incurs as the result of personal injury or death of the minor, including medical bills or his/her emotional distress, where such damages are caused in whole or in part by the negligence of Mt. Pleasant or the risks described above;
- (5) to review and discuss with the minor the risks listed above, but to explain to the minor that it is impractical to list all additional risks in this Agreement. I will not permit the minor to participate unless I am satisfied that he/she understands and assumes these risks. I will use my best efforts to ensure that the minor understands and acknowledges that one of the assumed risks is the negligence of Mt. Pleasant;
- (6) that if a third party sues Mt. Pleasant asserting that he or she sustained a loss resulting from personal injury, death, or property damage, and the third party alleges that his/her loss was the result of the negligence of minor, I will indemnify Mt. Pleasant for any settlement or judgment paid by Mt. Pleasant, and also for attorney's fees and costs incurred by Mt. Pleasant. I also agree to defend Mt. Pleasant from such claims; and
- (7) that if, despite the existence of this Agreement, I attempt to sue Mt. Pleasant for my own damages, or for minor's damages (acting as minor's representative) arising out of personal injury, death or property damage minor suffered as a result of use of the equipment, any such lawsuit must be brought in the Court of Common Pleas of Erie County, PA

Responsible Adult:

Print name: _____ Signature: _____ Date: _____

Minor:

I have discussed this Agreement with Responsible Adult. I understand the risks described in the Agreement.

Print name: _____ Signature: _____ Date: _____